

COMPETITION RULES B2B – PROFESSIONAL AUDIENCE

1. DEFINITIONS

1. "Competition": the competition named Build your first website and win!
2. "Competition Period": period during which the participation in the competition is possible: 14/10/2015 to 31/12/2015
3. External Processor: Microsoft Corporation, One Microsoft Way Redmond, WA 98052-7329, USA being a third party on which the Organizer appeals for the processing of the personal data of the participants.
4. "Purchase obligation": none
5. "Participant": everyone who fulfills the criteria mentioned in this Competition and who wants to participate in the Competition by completing the required specifications on the provided format <https://blogs.msdn.microsoft.com/belux/2015/10/14/build-your-first-website-and-win/>
6. "Performance": the performance which has to be fulfilled (at best effort) by the Participant in order to be eligible to win the Prize, as described in article 3.
7. "Prize": the reward presented to the Winner of the Competition, consisting of: a t-shirt or an equivalent product or service. In total, 100 Prizes will be granted.
8. "Microsoft": Microsoft NV, with its registered office at Da Vincilaan 3, 1935 Zaventem, registered with the Crossroad Bank of Enterprises under number 0437910349 or any affiliated enterprise.
9. "Organizer": Microsoft and any enterprise which may be appointed by Microsoft for the organization of the Competition.
10. Sponsor: Microsoft NV, Leonardo Da Vincilaan 3, Zaventem, 1930, Belgium

2. PARTICIPATION

1. The Participant can only participate in the Competition during the Competition Period and upon acceptance of the Competition Rules. Entry to the Competition implies full and unconditional acceptance of all provisions of these Competition Rules, and any decision related to the Competition of Microsoft.
2. The Competition is only open for either:
 - natural persons having their official residence in **Belgium** and being IT professionals; and
 - legal entities established **Belgium**] and being IT professionals.
3. In case the Participant is a natural person, only one participation will be allowed per stated residence (the first one). In case the Participant is a legal entity, only one participation will be allowed per legal entity and the legal entity shall be represented by someone who is authorized to bind the legal entity. Such participation shall be in the name and on behalf of the legal entity consequently meaning that any prize shall be given to the legal entity and not to the natural person representing the legal entity. In case more than one participation is registered from the same legal entity, only one participation (randomly selected) will be withheld for the Competition. It is not possible for a natural person to participate in the Competition as well in his own name as in the name and on behalf of the legal entity.
4. All Participants participating collectively or in a de facto partnership in order to increase their chances of winning, are excluded from participation.
5. Any Participant represented by or any employees of Microsoft, employees of any Microsoft subsidiary, immediate family of (parent, sibling, spouse, child) or household member of a Microsoft employee or an employee of a Microsoft subsidiary, or a person involved in any part of the administration and execution of this Competition will be excluded from participation.
6. The Competition is only accessible to persons of minimum 18 years old (on the date of submission of the participation details).
7. In case the Competition is submitted to a purchase obligation, the Participant will have to be able to submit a valid prove of purchase (payment ticket) of the designated products/services from the designated stores, dated within the Competition Period, to the Organizer.
8. The Participant, who participates as a natural person (not on behalf of a legal entity) can only participate in his own name. Participation in the Competition is always at the Participant's own risk.
9. If more than one participation is submitted by one person or legal entity, only one participation (which will be selected at random) will be taken into account.

10. The Participant is responsible for submitting correct participation data. He guarantees that the data has been submitted by himself and that the information is conform to the guidelines of the Organizer. He will hold the Organizer harmless against any loss, damage, liability, etc... directly or indirectly resulting from any breach to this obligation.
11. Participation data will be submitted in the language of the Competition.
12. Information regarding Participants will be verified through various channels. The information must be factually accurate. Inaccurate information regarding a Participant or regarding a participation will result in the rejection of the participation or the withdrawal of the awarded Prize.
13. The Organizer will be entitled to refuse at any time any participation that is considered as inappropriate by the Organizer (for any reason whatsoever), without giving formal notice thereof and without this resulting in any liability for the Organizer.

3. PERFORMANCE

The performance which has to be fulfilled (at best effort) by the Participant in order to be eligible to win the Prize, consisting of: Participants must activate an Azure for Student subscription on this website: <https://www.dreamspark.com/Product/Product.aspx?productid=99> and once they have activated this provide a screenshot as proof of activation. The first 100 valid entries will win a t-shirt.

Subscription to the Azure website has to be made on or after 14th October. Any previous activations of the Azure Student offer will not be considered valid.

4. SELECTION OF THE WINNER

1. At the end of the Competition Period (or shortly thereafter), one or several winner(s) will be selected based on the Performances of the Participants. In case of a tie, the winning order will be determined by casting lots.
2. The Organizer will appoint an objective jury, which will select the winner(s) of the Competition. The decision of the jury will be final. There will be no correspondence, discussion or negotiation with regard to this decision.
3. The Participant agrees a) to hold the jury harmless against any liability regarding any aspect of the selection procedure and b) not to file any claim resulting from or related to the selection procedure.
4. Within 30 days after the selection of the Winner(s) of the Competition by the jury, the Organizer will contact the Winner(s) per email in order to deliver the Prize at the address given by the Participant (ground floor). The Prize will be received by the Participant himself or by a duly assigned representative of the Participant (written proof thereof must be submitted). When the Organizer is not able to deliver the Prize to the Winner(s) within a period of 12 weeks after the selection of the Winner(s), despite several attempts to do so, the latter will irrevocably lose his right to the Prize.
5. In the event the Participant is a legal entity, the winner(s) will receive the Prize in its/their capacity of legal entity, will be responsible for the internal use of the Prize and will hold the Organizer harmless from any liability in this regard. Prizes may be considered a taxable benefit and the Participant (legal entity) will be directly responsible for accounting for any tax liability arising on any Prize(s) awarded to it under this Promotion. Organizer will not be liable for any taxes, including income taxes, withholdings and good and services taxes (if applicable) or their equivalent, in connection with any prizes awarded to Participants under this Competition.
6. The Prize cannot be traded, for any other good, for cash, or discount with regard to a purchase.

5. PRIVACY

1. Within the scope of this Competition, following personal data of the Participants will be collected and processed: the name, address, birth date, e-mail address, (mobile) phone number. In addition, the servers used by the Organizer may automatically register certain data, such as: IP-address, browser data, date and time.
2. The personal data will be collected, processed and used for the following purposes:
 - the realization and execution of the Competition;
 - to provide the Participant with dedicated offers regarding Microsoft products/services;

- to be able to send the Participant a Microsoft newsletter, a Microsoft offer, Microsoft user information, Microsoft service notices or any other Microsoft related electronic message;
 - to be able to analyze, maintain, secure and optimize its website and the corresponding technologies;
 - to comply with the applicable laws and regulations .
3. The controller of the processing operation is the Organizer.
 4. The Organizer reserves the right to make use of an External Processor for the processing of the personal data who will treat and secure the personal data of the Participants with the utmost carefulness. Only the data required to contact the winner(s), will be transferred by the External Processor to the Organizer.
 5. The Organizer and the External Processor will abide by the requirements set forth in the Belgian Act concerning the Protection of Personal Data and other relevant laws and regulations. The person in charge of the processing of the personal data in this regard is the Organizer, msdnbewm@microsoft.com. The personal data will be saved during the Competition Period and as long as necessary to fulfill the legal requirements. Afterwards the personal data will be deleted.
 6. The Participant consents to the processing and storage of his personal data communicated to the Organizer, under the terms & conditions set forth in the applicable Act on the Protection of Personal Data. The Participant agrees that this information can be transferred by the Organizer to certain selected third parties (both within and outside of the European Union) within the scope of the above listed purposes.
 7. The Participant has the right to request the access to his personal data, and to request the rectification or the deletion of his personal data by contacting the Organizer [\[msdnbewm@microsoft.com\]](mailto:msdnbewm@microsoft.com) and/or the Belgian Commission on the Protection of Personal Data. This will be free of charge.
 8. Unless otherwise stipulated in these Contest Rules, the collection and processing of personal data is governed by the provisions of the "Microsoft Privacy Statement", which can be consulted on <http://www.microsoft.com/privacystatement/nl-be/core/default.aspx>.

6. COOKIES

1. Most Microsoft websites use "cookies," which are small text files stored on your device, to help operate the sites and collect information about online activity. The text in a cookie often consists of a string of numbers and letters that uniquely identifies your computer, but it may contain other information as well. Microsoft uses cookies and similar technologies for a variety of purposes, described on following website (<http://www.microsoft.com/privacystatement/en-lt/core/default.aspx>).
2. Microsoft provides browser controls to help you manage cookies. You can also accept cookies but opt out of their use to behaviorally target advertisements. For instance, Microsoft's advertising preference and opt-out controls are available at <http://choice.live.com/advertisementchoice/>.
3. Microsoft websites use cookies for several purposes, including storing your Preferences and Settings, Sign-in and Authentication, Targeted Advertising, Site Analytics.
4. Microsoft web pages may contain electronic images known as web beacons - sometimes called single-pixel gifs - that may be used to help deliver cookies on our sites, count users who have visited those pages and deliver co-branded services. Sometimes we include web beacons in our promotional email messages or newsletters to determine whether messages have been opened and acted upon.
5. In addition to standard cookies and web beacons, websites can use other technologies to store and read data files on your computer. This may be done to maintain your preferences or to improve speed and performance by storing certain files locally. But, like standard cookies, these technologies can also be used to store a unique identifier for your computer, which can then be used to track online activity. These technologies include Local Shared Objects (or "Flash cookies"), HTML5 Local Storage and Silverlight Application Storage.

7. INTELLECTUAL PROPERTY & COOPERATION

1. In the event the Participants need to submit, upload, record entries or contribute otherwise to this Competition, all (intellectual) rights with regard to these entries/contributions are transferred to the Organizer who will become the sole owner of these entries/contributions. Consequently, the Organizer has the right to use and exploit these entries/contributions, in the original or in a modified version, on the appropriate forum as well as for (other) commercial or non-commercial purposes, without this being an exhaustive list.
2. Furthermore, and besides the transfer of rights with regard to the entries/contributions as mentioned above, the winner of a Prize grants the Organizer permission to publish his or her name and any visual materials in which he or she is portrayed on the appropriate forum within the scope of the Competition.

8. LIABILITY

1. Participation in the Competition is at the Participant's own risk.
2. The Organizer monitors the regular course of the Competition, the strict application of the Competition Rules, the selection of the winners, the award of the prizes and the sending or handing over of the prizes. Against decisions of the Organizer no recourse is possible.
3. The Organizer is not responsible or liable for the loss, delay or damaging of information/(personal data) which occurs during the forwarding thereof or any other way of communication thereof.
4. The Organizer is not liable for any disruption in the registration of any participation nor for any cancellation, change, interruption or postponement of the Competition whether such is caused by force majeure or other causes outside of the will or control of the Organizer.
5. The Organizer is not liable for any unlawful use of its systems by any third party.
6. The Organizer is not liable for any information provided by the Participants and/or third parties that causes damage to the Organizer, the other Participants and/or third parties.
7. The Organizer is not liable for any shortcoming in the services regarding the prize of the Competition.
8. The Organizer is not liable for accidents with/during one of the Competition prizes, or any form of damage caused by or with one of the Competition prizes.
9. The Organizer reserves the right, within reasonable limits and taking into account the specific circumstances, to amend the Competition Rules and/or to interrupt the Competition, without prior notice thereof and without any liability. The Participant has the responsibility to check the Competition Rules regularly.
10. No action or omission on behalf of the Organizer will be considered as an implicit waiver of rights.
11. Entry to the Competition implies knowledge and acceptance of the characteristics and the limitations of the Internet, more specifically regarding the technical performance, the risk of breakdowns and, more generally speaking, the risks inherent to any connection and transfer via the Internet, the lack of security of certain data against possible diversions and the risks of possible viruses on the network. The Organizer can therefore under no circumstance be held liable for transmissions via the Internet, bad operation of the Internet and/or used software, the consequences of viruses, bugs, anomalies, technical defects, any technical, hardware and software shortcomings whatsoever.
12. The Organizer is not liable for direct or indirect damage following a breakdown, dysfunctions, the disqualification of participants or the termination of the Competition for whatever reason. This also applies to any direct or indirect damage that might arise from a connection with his site. Every Participant must take all necessary measures to protect his/her data and/or the software programs on his/her IT equipment and/or site from any infection whatsoever. The connection with the Competition site and the entry to the Competition fall under the full responsibility of the participants.

9. APPLICABLE LAW & COMPETENT COURT

These Competition Rules are subject to the Laws of Belgium. Any dispute arising from or in connection with these Competition Rules shall be submitted to the exclusive jurisdiction of the Courts of Brussels without prejudice to the right of the Participant to submit a dispute the courts of the place of its residency (in case the Participant is a natural person).

By ticking this box, I acknowledge, confirm and agree with the content of the Competition Rules.

By ticking this box, I agree that my personal data can be used in order to contact me per email, SMS, fax, ordinary mail, ... conforming to the Competition Rules